United States Department of the Interior

BUREAU OF LAND MANAGEMENT
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In Reply Refer To:
3100 (NV920)

DECISION

Natural Resources Defense Council	: Protest of Parcels in the
Amy Mall	: September 16, 2026
1152 15th St. NW, #300	: Competitive Oil and Gas Internet Lease Sale
Washington, D.C. 20005	

Protest Dismissed
Parcels Offered for Sale

On July 17, 2026, the Bureau of Land Management (BLM), Nevada State Office (NVSO), published a Lease Sale Notice offering 14 parcels containing 20,600.11 acres for the September 16, 2026, Competitive Oil and Gas Internet Lease Sale (the Sale). The BLM Elko District Office (EDO) also posted an updated Environmental Assessment (EA), including the response to public comments, and unsigned Finding of No Significant Impact (FONSI) to ePlanning that initiated a 30-day protest period. The 30-day protest period closed on August 16, 2026; however, protests were accepted for an additional day (August 17, 2026) due to the closure date falling on a weekend.

On August 13, 2026, the BLM NVSO timely received a joint protest[1] from the Natural Resources Defense Council and The Wilderness Society (NRDC), which protested the EDO's EA (DOI-BLM-NV-E020-2026-0008-EA), the associated FONSI, and the 14 parcels proposed to be offered for the September 16, 2026, Sale.

BACKGROUND

The 14 originally nominated parcels included land in federal mineral estate located in the BLM Nevada's Elko District. After the NVSO completed preliminary adjudication[2] of the nominated parcels, the NVSO screened each parcel to determine compliance with national and state BLM policies.

[1] The protest is posted on the BLM website, located at: https://www.blm.gov/programs/energy-and-minerals/oil-and-gas/leasing/regional-lease-sales/nevada

[2] Preliminary adjudication is the first stage of analysis of nominated lands conducted by the State Office to prepare preliminary sale parcels for District/Field Office review. During preliminary adjudication, the State Office confirms availability of nominated lands for leasing pursuant to 30 U.S.C. § 181 *et seq.,* 43 CFR 3100 *et seq.,* and BLM policies. Once the State Office completes preliminary adjudication, it consolidates the nominated land available for leasing into a preliminary parcel list to send to the District/Field Office for National Environmental Policy Act (NEPA) analysis and leasing recommendations.

On January 26, 2026, the NVSO sent a preliminary parcel list to the EDO for review. This interdisciplinary parcel review included internal scoping by a team of BLM specialists; review of geographic information system (GIS) data; satellite imagery and other previously collected wildlife, habitat, and other resource data; field visits to nominated parcels (where appropriate); review for conformance with the Land Use Plans (LUP); and preparation of an EA documenting National Environmental Policy Act (NEPA) compliance. [3]

On February 9, 2026, a project summary page for the September 2026 Sale was posted on BLM's NEPA Register website (https://eplanning.blm.gov) that included a proposed parcel list and a map of the parcels. Parcel scoping comments were received from two anonymous individuals, the Center for Biological Diversity, the Environmental Protection Agency (EPA), Eureka County, and The Wilderness Society. The parcel scoping comments received included opposition to the lease sale; meteorological change/trend concerns; general NEPA concerns; emergency permitting concerns; concerns about BLM management; concerns about the impacts of oil and gas exploration and development on resources and communities; the 1987 Elko Resource Management Plan (RMP); the protection of resources such as air, water, vegetation, noxious weeds, sensitive species, wildlife, human health, cultural, visual, socioeconomics, livestock grazing, recreation, roads and access; solid and hazardous wastes; federal and Nevada state regulatory statutes; and undisclosed artificial intelligence (AI) use.

Considering comments received during scoping, the BLM EDO produced an EA (DOI-BLM-NV-E020-2026-0008-EA) that tiered to the existing LUPs.[4] The EA analysis adheres to the requirements of the NEPA, 42 U.S.C. §§ 4321–4370m-11 and the Department of the Interior's NEPA regulations at 43 C.F.R. §§ 46.10-46.450.

The EA was made available for a 30-day public comment period from May 12, 2026, to June 10, 2026. Comments were received from the Blue-Ribbon Coalition, Center for Biological Diversity, Nevada Department of Wildlife (NDOW), NRDC, and one named individual. A table summarizing and responding to the substantive comments received can be found in EA Appendix H (Response to Public Comments). Public comments expressed concerns related to cumulative impacts, the Clean Air Act (CAA), water quantity and quality, groundwater, surface water, big game, habitat fragmentation, threatened and endangered species, meteorological trends, sage-grouse, BLM national policy, alternatives, environmental justice, recreation, compliance with the RMPs, compliance with the Federal Land Policy and Management Act (FLPMA), human health, and the One Big Beautiful Bill Act (OBBBA).

The federal action, an oil and gas lease sale, is not a planning level action making resource allocation decisions (which are analyzed in a RMP NEPA document), nor a specific implementation action (e.g., a permit to drill, analyzed in a site specific NEPA document).[5] The

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[3] *See* BLM, H-1601-1, *Land Use Planning Handbook*, (Jan. 2025) (p. 133): "plan implementation requires the BLM to review individual project proposals for conformance with the approved RMP. Conformance means that a resource management action shall be specifically provided for in the plan, or if not specifically mentioned, shall be clearly consistent with the terms, conditions, and decisions of the approved RMP or amendment." *See also* (43 CFR 1601.0-5(B)).

[4] The EA is in conformance with the Final Environmental Impact Statement (FEIS) for the 1987 Elko Resource Management Plan (RMP), the 1986 Shoshone-Eureka RMP, and the 2025 Greater Sage-Grouse Rangewide Planning Approved RMP Amendment for Nevada and Northeastern California (BLM, 2025), the associated Records of Decision (ROD), and all subsequent applicable amendments.

[5] *See* BLM, H-1624-1, *Planning for Fluid Minerals Handbook*, (Feb. 2018)

federal action is to conduct an oil and gas lease sale and is supported by its own or existing NEPA documents.

The purpose of the federal action is to provide opportunities for private individuals or oil and gas companies with new areas to explore and potentially develop. Leasing is authorized under the Mineral Leasing Act of 1920 (MLA), as amended and modified by subsequent legislation and regulations found at 43 CFR part 3100. Oil and gas leasing is recognized as an acceptable use of public lands under the FLPMA. BLM authority for leasing federal mineral estate for the development of energy resources, including oil and gas, is described in 43 CFR 3160.0-3.

The need for the proposed action is to respond to the nomination of parcels by Expressions of Interest (EOIs) for leasing, consistent with the BLM's responsibility under the MLA, as amended, to promote the development of oil and gas on the public domain. The public, BLM, or other agencies may nominate parcels for leasing. The BLM is required by law to consider leasing of areas that have been nominated for lease if leasing is in conformance with the applicable BLM land use plan, FLPMA, and other applicable laws, regulations, and policies. Offering parcels for competitive oil and gas leasing provides for the orderly development of fluid mineral resources under BLM's jurisdiction in a manner consistent with multiple use management and consideration of the natural and cultural resources that may be present. This requires that adequate provisions are included with the leases to protect public health and safety and assure full compliance with the spirit and objectives of NEPA and other federal environmental laws and regulations.

The EA considered two (2) alternatives:

- Alternative A- The "Proposed Action" alternative, which included offering all nominated parcels that were sent for review, with stipulations from the existing RMPs.
- Alternative B- The "No Action" alternative, which considered rejecting all parcels nominated for the lease sale. This alternative is included as a baseline for assessing and comparing potential impacts.

The EA analyzed the proposed action and the no action alternative. These alternatives provided a spectrum of effects for analysis and comparison, ranging from no parcels offered to offering all nominated parcels. Additional alternatives were proposed in internal scoping and public comments; however, they were not carried forward for further analysis as they would not provide a basis for evaluation of effects not encompassed by the analyzed range of alternatives. The additional proposed alternatives did not meet the Purpose and Need for the federal action and were not in compliance with BLM policy regarding the land use planning process and the oil and gas leasing process. These alternatives were discussed in the Response to Public Comments (*see* EA Appendix H).

STATEMENT OF REASONS

The following responses by the BLM address the Protesting Party's (NRDC) statement of reasons related to the parcels protested. The BLM has reviewed NRDC's statement of reasons in its entirety. NRDC provided 15 overarching issues (listed below), many of which it has provided in previous lease sales. Each of NRDC's protest issues are listed in bold below, including a summary of arguments, followed by the BLM's response to each of NRDC's issues[6].

I. The BLM failed to ensure that the proposed leasing complies with the Federal Land Policy and Management Act or the National Environmental Policy Act.

A. The BLM may not rely on the 1987 Elko or 1986 Shoshone-Eureka Resource Management Plans or related EISs or RODs for this leasing proposal.

NRDC argues that FLPMA requires the Secretary of the Interior to revise land use plans "as appropriate," and BLM's own guidance states that RMPs should be updated when changing conditions or new demands arise, typically every 10–15 years. Under NEPA, if an RMP is older than five years, BLM must reevaluate whether its assumptions remain valid. Despite this, BLM asserts that the proposed action is consistent with the 1987 Elko RMP, the 1986 Shoshone–Eureka RMP, and the 2025 GRSG amendment. Aside from the recent GRSG plan, the applicable RMPs are nearly four decades old, and the EA provides no evidence that BLM evaluated whether these plans or their associated environmental impact statements still provide an adequate foundation for modern leasing decisions.

Significant new information, technological changes, and altered land-use conditions have emerged since these RMPs were written. Modern oil and gas development—particularly hydraulic fracturing and horizontal drilling—creates impacts far beyond what was understood in the 1980s, including more extensive air and water pollution, new waste management challenges, and substantial effects on wildlife habitat. Scientific knowledge has also advanced dramatically, with numerous peer-reviewed studies showing increased risks to infant and child health, elevated cancer rates, respiratory problems, and cardiovascular disease associated with proximity to oil and gas operations. These findings, along with the expanded scale and intensity of modern development, were not analyzed in the original RMPs.

Although BLM claims to have reviewed the old RMPs and determined they remain adequate, it provides no supporting evidence in the EA. The failure to assess whether these outdated plans and their environmental analyses still apply—especially given the dramatic evolution of industry practices, scientific knowledge, and environmental risks—means the current RMPs cannot reliably guide new leasing decisions. NRDC concludes that the 1986–1987 RMPs are too outdated to serve as a valid basis for contemporary oil and gas leasing, and that BLM must revise the applicable RMPs before authorizing further leasing to ensure protection of communities, wildlife, air, and water.

<u>BLM Response:</u>

The Federal Onshore Oil and Gas Leasing Reform Act of 1987 (30 U.S.C. § 226(b)(1)(A)) and its implementing regulations at 43 C.F.R. § 3120.1-2(a) direct the BLM to conduct quarterly oil and gas lease sales in each state when eligible lands are available. Leasing decisions must

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[6] BLM interdisciplinary team members used generative artificial intelligence (AI) tools as an assistive technology during the drafting of portions of this Protest Decision. AI tools were used only to support writing efficiency and organization (e.g., summarizing background information, improving clarity, structuring text). In accordance with DOI AI policy (2025), all AI-assisted outputs were reviewed, corrected, and verified by BLM subject-matter experts. Final content reflects the independent analysis, expertise, and determinations of the BLM.

conform to existing, approved RMPs, which are developed under the FLPMA and in compliance with the NEPA. The BLM has reviewed the applicable RMPs and determined that they remain valid and appropriate for guiding leasing decisions. Where new resource data, policy updates, or changed circumstances have emerged, the BLM has considered such information through lease parcels reviews and NEPA documentation.

For this lease sale, the BLM conducted a thorough review of each nominated parcel and applied appropriate lease stipulations consistent with the governing RMPs and current resource inventories. These stipulations include No Surface Occupancy (NSO), Controlled Surface Use (CSU), and Timing Limitations (TL), as necessary to protect sensitive resources. Please refer to the BLM response below to protest point NRDC II-D regarding the Proposed Action's compliance with the 2025 GRSG ARMPA. As per 43 CFR 3101.13 (a), leases issued by the BLM must only include those stipulations and mitigation measures included in the resource management plan covering that parcel of land that is being leased.

The issuance of a lease does not authorize surface-disturbing activities such as drilling or extraction. A lease grants the lessee the right to explore and potentially develop the leased resources, subject to further environmental review and permitting, and lease stipulations. Any future development proposals would require an additional review at the Application for Permit to Drill (APD) stage, during which the BLM retains full discretion to impose additional conditions or deny approval to avoid significant impacts.

Lease Notice NV-E-00-A-LN has been applied to all lands of all parcels in this lease sale and states, "The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modification of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act as amended, 16 U.S.C. §1531 et seq., including completion of any required procedure for conference or consultation."

Additionally, the EA incorporates by reference information from the Annual Air Resources Technical Report as well as the Annual BLM Specialist Report on Greenhouse Gas Emissions. Human health risk assessments cannot be performed until project specific details are known so that frequency, timing, and levels of contact with potential stressors may be identified (EPA, 2023h). However, each of the reasonably foreseeable environmental trends and planned actions have been, or will be, subject to relevant rules and regulations regarding public health and safety.

Please refer to EA Appendix D for a discussion of how potential future development of the nominated parcels may affect human health and safety, as well as Appendix F for the Hydraulic Fracturing Technology Paper. EA Section 3.4.1 includes projected levels of Criteria Air Pollutants (CAPs) and Hazardous Air Pollutants (HAPs).

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

B. The proposed leasing is not consistent with FLPMA's multiple use and sustained yield mandates.

NRDC contends that FLPMA requires the BLM to manage public lands under the principles of multiple use and sustained yield, ensuring that land and resources are allocated in a way that best serves both present and future needs. This includes protecting scientific, ecological, environmental, and cultural values while preserving natural conditions and supporting wildlife and domestic animal habitat. Multiple use obligates the agency to balance all potential uses, including development, without prioritizing one over others, and to avoid permanently impairing land productivity or environmental quality. Sustained yield further requires maintaining long-term, renewable resource outputs consistent with this balanced approach. Throughout all management decisions, BLM must also prevent unnecessary or undue degradation of public lands.

BLM Response:

Generally, the need for the proposed action is established by the BLM's responsibility under the MLA, as amended, to make mineral resources, such as oil and gas, available for development. See EA Sections 1.2 and 1.4 for information regarding the BLM's requirements under MLA, FLPMA, and other statutes and regulations. The BLM prepares the EA as part of its lawful obligation to respond to EOIs by leasing federal oil and gas resources through a competitive leasing process.

The BLM evaluates the leasing preference of all nominated lease sale parcels in accordance with 43 C.F.R. § 3120.32, Expression of interest leasing preference. Given the September 2026 parcels' conformance with their underlying RMPs, low resource concerns, and protections offered through stipulations and Conditions of Approval (COAs), the BLM chose to move them forward with leasing. NRDC does not identify any specific resource concerns with any particular parcel that warrant deferral.

Ultimately, the BLM has discretion to offer or defer any parcel during any sale. The MLA allows discretion in that "[a]ll lands subject to disposition . . . which are known or believed to contain oil or gas deposits may be leased by the Secretary." 30 U.S.C. § 226(a). The Proposed Action is the sale of all leases. A No Action Alternative was considered that would not approve sale of any leases. Based on the analysis in the EA, the decision-maker has the option of approving the sale of all, some, or none of the leases. The BLM decision-maker therefore has the option of deferring leasing on these parcels.

The level of environmental analysis conducted by the BLM for the September 2026 Lease Sale is consistent with the purpose and requirements of NEPA. See Dakota Res. Council v. United States DOI, No. 22-cv-1853 (CRC), (D.D.C. Mar. 22, 2024). The Supreme Court has not only recognized the limits of the scope of impacts that the government must analyze under NEPA but has reemphasized the principle of "substantial judicial deference" when reviewing the government's NEPA documentation generally. Seven Cty. Infrastructure Coal. v. Eagle Cty., 145 S. Ct. 1497, 1512 (2025).

The BLM evaluated the potential for unnecessary or undue degradation from leasing the subject parcels and found no such impacts resulting from the proposed leasing. BLM's decision as to which parcels to offer for lease will be documented in the decision record.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

i. The RMPs are not consistent with FLPMA's multiple use or sustained yield mandates.

NRDC argues that the current RMPs are not adequate for this leasing decision. They do not reflect the new information, changed conditions, and new demands on lands in the area. Therefore, they cannot ensure that public lands are managed consistent with FLPMA's multiple use or sustained yield mandates.

<u>BLM Response:</u>

Please refer to the BLM response to NRDC protest points I-A and I-B.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

ii. Leasing parcels with no or low development potential does not comply with FLPMA's multiple use or sustained yield mandates.

NRDC argues that BLM's proposal to lease lands in Nevada with little or no oil and gas development potential runs counter to FLPMA's multiple-use mandate. Federal and agency data show that Nevada holds no significant oil or gas reserves, and real-world leasing outcomes reinforce this. Within 40 miles of the parcels proposed for sale, 96 federal leases exist—yet 92 are non-producing. The four producing wells date back to the 1970s or 2018, and no non-federal wells in the area produce at all. Exploration has occurred for decades, including more than 70 wells drilled since the 1950s, but all have failed to yield commercial production. Recent exploration has slowed due to commodity prices, regulatory uncertainty, and lack of success, underscoring the area's minimal development potential.

The BLM's own analysis anticipates only one or two wells over a ten-year lease term, with none expected to produce, alongside significant surface disturbance from geophysical exploration and access roads. Even without widespread production, leasing low-potential lands can create unjustified negative impacts—such as habitat disturbance, surface disruption, and restrictions on other land uses. BLM regulations require prioritizing areas with high development potential; therefore, low-potential areas must be designated as low-preference and deferred from leasing to avoid unnecessary harm and maintain compliance with agency policy.

<u>BLM Response:</u>

BLM IM 2025-028 states that in the draft NEPA compliance document, the BLM will identify parcels with an overall high or low preference for leasing based on the five factors. Based on the reconsideration of the comments received from the Fluid Mineral Leases and Leasing Process rule (89 FR 30916) that the preference review could eliminate the opportunity for exploration for oil and gas on Federal lands, the BLM will include low preference parcels on its sales even when there are high preference parcels. The BLM will move forward with processing all eligible parcels and regularly schedule oil and gas lease sales to meet the overall goals and objectives outlined in President Trump's January 20, 2025 Executive Order (E.O.) 14156, Declaring a National Energy Emergency; President Trump's January 20, 2025 E.O. 14154, Unleashing American Energy; and Secretary Burgum's February 3, 2025 Secretary Order 3418, Unleashing American Energy. The BLM will analyze a no action alternative (no leasing) and a proposed leasing action (leasing the parcel(s) in conformance with the land use plan). The BLM will move forward with offering all eligible parcels.

Additionally, please refer to the BLM response to NRDC protest point II-A. All 14 parcels are in a high potential area for oil and gas exploration.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

C. The applicable RMPs do not ensure compliance with FLPMA's statutory obligations for big game species.

NRDC contends that although the draft EA acknowledges significant adverse impacts from oil and gas development on big game—such as habitat loss, fragmentation, disturbance, and increased mortality—all 14 parcels proposed for leasing contain important big game habitat. Existing management plans, including the 1986 Shoshone-Eureka ROD and the 1987 Elko RMP, require protection of crucial habitat for species like mule deer, pronghorn, elk, and sage-grouse. Yet only six parcels have stipulations addressing these concerns, and those stipulations are limited, inconsistently applied, and subject to exceptions. Because the underlying RMPs are decades out of date, the public cannot rely on habitat maps or management prescriptions to ensure adequate protection.

NRDC further asserts that FLPMA's sustained yield and unnecessary and undue degradation (UUD) standards obligate BLM to avoid leasing lands where wildlife habitat could be impaired. Regulations require the agency to prioritize lands that do not compromise habitat function and to defer parcels when leasing would harm big game. The protest therefore lists all 14 parcels—each containing mule deer, pronghorn, or elk habitat—as needing deferral or removal to comply with FLPMA, the Mineral Leasing Act, and BLM's Leasing Rule.

<u>BLM Response:</u>

Please refer to EA Section 3.4.4 for analysis regarding how potential development of the nominated parcels may affect big game species. NDOW classifies habitats based on season of use. All of the nominated parcels contain year-round habitat for pronghorn antelope and one nominated parcel crosses summer habitat for pronghorn antelope (NV-2026-09-7107). Six parcels contain winter habitat for mule deer (NV-2026-09-2378, NV-2026-09-7101, NV-2026-09-7107, NV-2026-09-7116, NV-2026-09-7117, and NV-2026-09- 7119). One parcel contains summer habitat for mule deer (NV-2026-09 7116), and four parcels contain mule deer migration corridors (NV-2026-09-2378, NV-2026-09-7101, NV-2026-09-7116, and NV-2026-09-7119). Stipulations NV-E-01-A-TL (Pronghorn Antelope Seasonal Habitat), NV-E-02-A-TL (Mule Deer Seasonal Habitat), NV-E-02-B-TL (Mule Deer Migration Corridors), and NV-E-03-A-TL (Elk Seasonal Habitat) have been applied to the appropriate parcels and parts of parcels in EA Appendix C.

Oil and Gas production may have adverse effects on big game species including loss of habitat from construction of roads and production facilities including usable habitat near roads, habitat fragmentation, increased noise and disturbance from human activities, and possible collisions causing direct mortality. These impacts are analyzed in brief and not detail because of the notices and stipulations attached to parcels, which are intended to minimize impacts. Additional analysis will occur at such time as a development proposal is submitted and will consider resource conditions that may exist at that time.

Per 43 CFR 3101.13, leases issued by the BLM must include only those stipulations and mitigation measures included in the RMP covering that parcel of land that is being leased.

The Federal Onshore Oil and Gas Leasing Reform Act of 1987 (30 U.S.C. § 226(b)(1)(A)) and its implementing regulations at 43 C.F.R. § 3120.1-2(a) direct the BLM to conduct quarterly oil and gas lease sales in each state when eligible lands are available. Leasing decisions must conform to existing, approved RMPs, which are developed under the FLPMA and in compliance with NEPA. The BLM has reviewed the applicable RMPs and determined that they remain valid and appropriate for guiding leasing decisions. Where new resource data, policy updates, or changed circumstances have emerged, the BLM has considered such information through lease parcels reviews and NEPA documentation.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

II. The proposed lease sales are not consistent with the Mineral Leasing Act

A. The BLM is not authorized to lease the nominated parcels because they are not known or believed to contain oil and gas deposits.

NRDC argues that the MLA requires the Secretary of the Interior to offer for leasing only those lands known or reasonably believed to contain oil or gas, yet the EA provides no evidence that the nominated Nevada parcels meet this threshold, especially given Energy Information Administration (EIA) data showing the state lacks significant reserves and that only a small fraction of wells have yielded production. Without demonstrated development potential, and given the parcels' overlapping conservation, recreation, cultural, wildlife habitat, and renewable-energy values—including big game habitat, sage-grouse areas, and lands identified in the Solar PEIS—NRDC contends that BLM has not justified why leasing these parcels represents the best use of public lands.

<u>BLM Response:</u>

Please refer to the BLM response to NRDC protest point B-ii. Additionally, all 14 parcels proposed to be offered on the September 2026 Oil and Gas Lease Sale are in a high oil and gas potential area according to Nevada Bureau of Mines and Geology (NBMG), University of Nevada, Reno. Please refer to the NBMG's oil and gas webpage, which has a link to the Oil & Gas Interactive map, which contains potential layers (very low, low, moderate, and high potential) that can be viewed by the public at: https://nbmg.unr.edu/Oil&Gas/index.html

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

B. BLM is not authorized to lease the nominated parcels because they are rated as low for leasing preference

NRDC contends that the Leasing Rule requires BLM to apply five preference criteria designed to prioritize parcels most likely to be developed, avoid conflicts with important fish and wildlife habitats, reduce interference with recreation and other land uses, and consider the long-term needs of future generations. Although the Instruction Memorandum guiding this process has been rescinded, the Leasing Rule still incorporates its principles, including deferring parcels that conflict with the preference criteria. In this case, the protested parcels meet multiple deferral factors: they are far from existing oil and gas infrastructure, contain significant fish and wildlife habitat that would be impaired by development, overlap key recreational and other public uses, and lack any meaningful potential for oil and gas development.

Furthermore, the EA relies on a Reasonably Foreseeable Development Scenario based on decades-old exploration data—primarily activities from 1954–1991 and one 2013 seismic survey—despite major technological advances since that time, rendering the RFDS unsuitable for justifying a preference for leasing. The BLM itself rates all fourteen parcels as "Low" for leasing preference yet still advances them for leasing, contrary to the Rule's direction to apply the criteria consistently and defer parcels with clear conflicts. Given their low development potential and substantial resource values, the argument concludes that BLM must defer these parcels rather than move them forward for leasing.

<u>BLM Response:</u>

Please refer to the BLM response to NRDC protest point B-ii.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

C. The BLM has the authority to defer lease parcels and must evaluate deferral of lease parcels proposed for this sale.

NRDC argues that the BLM holds broad discretion under both FLPMA and the MLA to determine whether lands are available for oil and gas leasing, and to defer parcels when conservation mandates or conflicts with other uses arise. Courts have consistently affirmed that lands are not "available" for leasing until all statutory requirements and environmental reviews are complete, and the MLA requires the agency to regulate surface-disturbing activities in the interest of conserving resources and safeguarding the public welfare. Recent BLM documents—including Draft EAs, FONSIs, and responses to public comments—explicitly acknowledge that Authorized Officers may defer parcels based on environmental analysis. Since enactment of the 2025 Reconciliation Act, the BLM has repeatedly exercised this authority to defer parcels for reasons such as sage-grouse prioritization, lack of Surface Management Agency consent, tribal consultation needs, conflicts with coal leases, and overlap with Areas of Critical Environmental Concern.

Courts likewise confirm that the BLM is not required to lease nominated parcels and retains discretion even after bidding concludes. In a recent District of Montana decision, the court held that FLPMA's conservation mandates remain fully in force under the 2025 Reconciliation Act and that the Act does not compel BLM to sell or issue leases without oversight. Legislative history further demonstrates that Congress intentionally avoided requiring that lands "shall be offered," opting instead for the more limited requirement that they "shall be made available," which still excludes lands subject to statutory prohibitions. Thus, BLM maintains the authority—and obligation—to defer leasing where doing so is necessary to comply with FLPMA and protect public lands and resources.

BLM Response:

A comprehensive internal review of the parcels was conducted by various resource specialists within the BLM. The multiple alternatives presented in the EA are consistent with NEPA requirements and BLM policy. NEPA directs the BLM to "study, develop, and describe appropriate alternatives to recommended courses of action in any proposal that involves unresolved conflicts concerning alternative uses of available resources." 42 U.S.C. § 4332(2)(F). The BLM has taken many steps throughout the leasing process to ensure that, if the parcels are leased, UUD would not occur.

The BLM has considered reasonably foreseeable future development and, should the leases be issued and development proposed, the BLM will consider whether the site-specific proposed development would cause unnecessary or undue impacts from surface disturbance or occupancy of the leasehold as part of the environmental review at that phase. Implementation of site-specific COAs and Best Management Practices (BMPs) at the APD stage ensures impacts from an oil and gas project do not result in undue or unnecessary degradation. The BLM would review the site-specific proposal and identify measures for reducing or eliminating potential sources of degradation. This approach was recently affirmed in Dakota Resource Council v. U.S. Dep't of the Interior, No. 1:22-cv-01853-CRC, 2024 U.S. Dist. LEXIS 51013, at *80 (D.D.C. Mar. 22, 2024) ("…it appears entirely appropriate for the Bureau to wait until the APD stage to impose more specific lease requirements tailored to the projects and tracts at issue" to avoid "unnecessary and undue degradation.").

Additionally, please refer to the BLM response to NRDC protest points II-D regarding sage-grouse prioritization. Refer to EA sections 1.6, 3.4.7, and 4.2 for information regarding tribal consultation and cultural resources. There are no ACECs present on any of the proposed lease parcels.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

D. The BLM must defer parcels in Priority Habitat Management Areas (PHMA) and General Habitat Management Areas (GHMA) for greater sage-grouse.

NRDC challenges 11 of 14 proposed lease parcels because they overlap Priority (PHMA) and General (GHMA) Habitat Management Areas for Greater Sage-Grouse and therefore should be deferred. Under the 2015 Greater Sage-Grouse Plan Amendments, parcels within PHMA and GHMA are to be given low leasing preference, as leasing in these areas risks significant wildlife impacts and offers low development potential. Although BLM amended the 2015 Plan in 2025 to remove the leasing prioritization requirement, that amendment is alleged to suffer from multiple legal defects—including inadequate consideration of mitigation effectiveness, impacts of the 2025 Reconciliation Act, abandonment of the mitigation hierarchy, and failure to assess Endangered Species Act (ESA) and FLPMA implications. Applying the 2025 amendment to this lease sale would therefore violate FLPMA, NEPA, and the APA, warranting deferral of all parcels in sage-grouse habitat.

NRDC further argues that the EA fails to comply with the 2015 Plans' requirement to prioritize leasing outside PHMA and GHMA, a mandate affirmed by the Ninth Circuit. Stipulations referenced in the Lease Sale Notice cannot substitute for this prioritization, particularly because their applicability and effectiveness are uncertain and subject to exceptions. The EA also lacks the required analysis of reasonably foreseeable impacts to sage-grouse from potential development, instead improperly relying on generalized conclusions and incorporation of the 2025 amendment without site-specific review. NEPA requires a prediction of how the lease sale would likely affect sage-grouse populations based on current science, which the EA does not provide.

BLM Response:

The BLM completed the 2025 GRSG ARMPA and published Records of Decision for all states involved on December 22, 2025. Section 3.4.3 of the EA discusses which parcels overlap Habitat Management Areas (HMAs) according to the 2025 Nevada and Northeastern California GRSG ARMPA maps. Figure 2 in the EA contains a map of the sage-grouse HMAs overlaying the parcels.

According to the 2025 ARMPA, GRSG HMA maps, Parcels NV-2026-09-7097, NV-2026-09 7106, NV-2026-09-7109, NV-2026-09-7110, NV-2026-09-7111, NV-2026-09-7113, NV-2026-09-7114, NV-2026-09-7117, NV-2026-09-7118, contain PHMA habitat. The nearest lek is located less than half a mile west of the proposed parcels but has been designated inactive by NDOW since 2009. Parcels NV-2026-09-2378 and NV-2026-09-7119 both contain GHMA habitat, though in parcel NV-2026-09-7119 it consists of only 32 acres. Parcels NV-2026-09-7101, NV-2026-09-7109, NV-2026 09-7116, NV-2026-09-7117, and NV-2026-09-7119 contain Other (OHMA) habitat. All parcels contain nesting, early-brood, late-brood and winter GRSG seasonal habitats. The EA is in conformance with the 2025 GRSG ARMPA, including the allocations and management direction for HMAs in Table 1 of the ROD. Please refer to EA Appendix C (Lease Stipulations and Notices by Parcel) for the GRSG stipulations and lease notice (NV-25-A-NSO, NV-25-C-TL, NV-25-D-TL, NV-25-E-TL, NV-E-16-F-CSU, and NV-E-16-H-LN), as well as the exception, modification, and waiver language for parcels in PHMA and GHMA.

The 2025 GRSG ARMPA does not contain any management direction regarding hard triggers, but if the area associated with the proposed development seeking an exception or modification (e.g., well pad, compressor station) is in an area in which one of the adaptive management thresholds has been activated (refer to Adaptive Management Section), no exceptions or modification would be considered until the causal factor analysis is completed. If the causal factor analysis concludes fluid minerals are or could contribute to the threshold being activated or not recovering, no exception or modification would be granted. If the analysis is inconclusive on cause, exceptions or modifications could be considered. Waivers are excluded from this consideration. In addition to the changes in fluid mineral allocations and waivers, exceptions, and modifications, the over-arching fluid mineral objective no longer requires prioritization outside of PHMA and GHMA (see 2025 GRSG ARMPA ROD, page 12).

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

E. The BLM must defer parcels in big game habitat.

NRDC asserts that all 14 parcels must be deferred because the governing RMPs do not satisfy statutory requirements under FLPMA and the MLA for protecting big game species. The Draft EA acknowledges that oil and gas development can cause habitat loss, fragmentation, disturbance, and mortality for big game. Despite this, every protested parcel contains important big game habitat, yet only a few carry any related stipulations—and those stipulations are limited, inconsistently applied across species, and subject to exceptions. Pronghorn, mule deer, and elk habitats are present throughout the parcels, but protections are largely absent or inadequate.

Given these deficiencies, NRDC identifies each parcel and the specific big game habitats at risk, arguing that the BLM must defer or remove the parcels from sale to comply with statutory obligations. The agency has previously recognized the negative effects of oil and gas development on big game populations, and updated RMPs would have enabled a clearer analysis of these impacts. Without those updates, NRDC concludes that proceeding with leasing would amount to the BLM acting without sufficient information, potentially impairing big game habitat in violation of federal law.

<u>BLM Response:</u>

Please refer to the BLM response to NRDC protest point I-C regarding parcels in big game habitat and a summary of the stipulations found in Appendix C of the EA. Stipulations have been applied to protect appropriate pronghorn, mule deer, and elk habitats in compliance with the RMPs.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

III. The BLM failed to consider a range of reasonable alternatives under NEPA.

NRDC argues that BLM did not meet NEPA’s requirement to evaluate a reasonable range of technically and economically feasible alternatives because the EA failed to analyze options beyond the proposed action and no-action alternative. The agency should have considered deferring leasing on parcels with big game habitat, ACECs, low development potential, or other land-use conflicts to provide the substantive comparative analysis NEPA requires.

<u>BLM Response:</u>

The decision under review in this EA is whether to make available for lease the nominated lease parcels with or without constraints, in the form of lease stipulations, as provided for in the approved land use plan (see EA Section 1.5). Therefore, the suggestion that the BLM must analyze more than just two "polar opposite" alternatives is outside the scope of the decision under review.

NEPA directs the BLM to “study, develop, and describe appropriate alternatives to recommended courses of action in any proposal that involves unresolved conflicts concerning alternative uses of available resources.” 42 U.S.C. 4332(E). Additionally, the U.S. Department of the Interior Handbook of NEPA Implementing Procedures (516 DM 1) directs the BLM to evaluate the Proposed Action, the No Action Alternative as a baseline, and other "Reasonable Alternatives" that meet the BLM's purpose and need and are within the BLM's authority. The BLM is not required to evaluate alternatives that do not meet the BLM's purpose and need, are not within the BLM's discretion, or which are precluded by law. Further, Section 321 of the Fiscal Responsibility Act of 2023 amended NEPA to narrow the reasonable range of alternatives to those "that are technically and economically feasible and meet the purpose and need of the proposal." The suggested alternatives constitute an oil and gas program regulatory or policy preference rather than an alternative appropriate for consideration for the lease sale. Additionally, the commenter does not identify what, if any, unresolved resource conflict associated with the lease sale would be resolved by consideration of this alternative.

Additionally, please refer to the below responses to NRDC protest points III-A, III-B, and III-C.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

A. The BLM failed to evaluate alternatives without conflicts with "solar application areas" designated under the 2024 Solar Programmatic Environmental Impact Statement.

NRDC contends that Nevada has exceptional renewable energy potential—especially solar—and lacks economically meaningful oil and gas reserves, yet the EA does not analyze alternatives that would keep solar-suitable parcels deferred from oil and gas leasing. The protest argues that BLM's claim that "first mover" preference would prevent conflict ignores practical development behavior, existing agency practice, and recent federal trends limiting renewable development on public lands. If BLM maintains that overlapping leases do not impede multi-resource development, the agency must supply evidence and evaluate a full range of reasonable alternatives under NEPA, including effects on surface and groundwater resources, air quality, climate, and wildlife.

Thirteen of the protested parcels fall within areas the 2024 Final Solar PEIS identifies as open or potentially open for solar development, yet leasing them for oil and gas would convert them into Areas of Special Coordination—zones that typically preclude solar development. The protest asserts that BLM failed to analyze the consequences of this conversion, to assess impacts of potential transmission infrastructure for solar projects, and to consider alternatives such as leasing for oil and gas, solar, both, or neither. As a result, the agency has not fully evaluated the foreseeable cumulative impacts of overlapping leases or met its duty to meaningfully analyze how offering these parcels for oil and gas development could hinder future renewable energy generation.

<u>BLM Response:</u>

Under FLPMA, the BLM must manage for multiple uses of public lands in a combination that will best meet the present and future needs of the public and their various resources based on an approved land use plan or resource management plan (RMP). The lands proposed to be offered in this lease sale are open to oil and gas leasing in accordance with the RMP. The first person to propose a project would be given preference, though multiple mineral development would be preferred and encouraged.

The BLM has a legal requirement to respond to EOIs if they are in compliance with oil and gas leasing in the RMPs. Please refer to the above BLM response to NRDC protest point III regarding alternatives.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

B. The BLM failed to evaluate alternatives that defer leasing in exclusion areas designated in the 2024 Solar PEIS.

NRDC contends that the Solar PEIS identified numerous parcels as unsuitable for solar development because of 21 resource-based conflicts, including habitat for threatened species, sage-grouse, big game, ACECs, wilderness characteristics, and recreation access. These same conflicts are highly likely to occur with oil and gas development, yet the EA did not analyze alternatives that would defer or remove these exclusion areas from the lease sale. The EA also failed to assess whether oil and gas leasing would create similar or different impacts compared to solar development, resulting in an unjustified preference for oil and gas. For this reason, the protest challenges fourteen parcels that significantly overlap with lands the BLM previously determined should be excluded from solar development.

<u>BLM Response:</u>

Please refer to the above BLM response to NRDC protest points III and III-A.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

C. The BLM failed to evaluate alternatives that defer leasing in areas that overlap with active and recently issued geothermal energy leases.

NRDC states that the BLM acknowledges that parts of the oil and gas lease parcels overlap with newly issued geothermal leases but declines to analyze potential conflicts in detail, asserting that any interactions between geothermal and oil and gas operations can generally be mitigated under existing mineral development laws and standard lease terms, and that the two resources are unlikely to target the same reservoirs. However, the agency failed to evaluate alternatives that consider co-located development versus single-resource development, did not provide scientific analysis of combined geothermal and fossil-fuel subsurface and surface impacts, and did not assess risks associated with modern enhanced geothermal systems—which involve deep drilling, fracturing, and large-volume water injection that could interact with oil and gas operations. The BLM also neglected to analyze foreseeable cumulative effects of new gen-tie transmission lines and rights-of-way associated with geothermal development. For these reasons, you protest six parcels—NV-2026-09-7106, -7109, -7110, -7111, -7113, and -7114—due to their overlap with recent geothermal leases.

<u>BLM Response:</u>

Under FLPMA, the BLM must manage for multiple uses of public lands in a combination that will best meet the present and future needs of the public and their various resources based on an approved land use plan or resource management plan (RMP). The lands proposed to be offered in this lease sale are open to oil and gas leasing in accordance with the RMP. The first person to propose a project would be given preference, though multiple mineral development would be preferred and encouraged. Additionally, please refer to the BLM response to NRDC protest point III regarding alternatives.

Lease notice NV-14-B-LN (see EA Appendix C) has been applied to parcels NV-2026-09-7106, NV-2026-09-7109, NV-2026-09-7110, NV-2026-09-7111, NV-2026-09-7113, and NV-2026-09-7114 to notify any potential lessee that the lease overlaps an existing geothermal resource lease, and development proposals will be subject to the provisions under the Multiple Mineral Development Act (43 CFR § 3740).

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

IV. BLM failed to disclose whether it used artificial intelligence (AI) for this leasing process.

NRDC argues that the statutes governing public land management—FLPMA, NEPA, BLM regulations, and relevant case law—require transparency and meaningful public involvement, which obligates the BLM to disclose whether artificial intelligence was used in its lease sale process and, if so, to explain the tools, methods, and oversight involved so the public can identify and correct potential errors. Federal policy further mandates that agency AI use be trustworthy, secure, and accountable, a standard that cannot be met without clear public disclosure. Because AI technologies are rapidly evolving and carry significant responsibilities regarding proper use, the BLM must clarify its role in the leasing process even when no AI is used. In this case, although the BLM acknowledged comments about AI, it failed to state whether it used such tools, undermining public confidence in its NEPA compliance and constituting an additional basis for protest.

<u>BLM Response:</u>

BLM interdisciplinary team members used generative AI tools as an assistive technology during the drafting of portions of the September 2026 EA. AI tools were used only to support writing efficiency and organization (e.g., summarizing background information, improving clarity, structuring text). In accordance with DOI AI policy (2025), all AI-assisted outputs were reviewed, corrected, and verified by BLM subject-matter experts. Final content reflects the independent analysis, expertise, and determinations of the BLM.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

DECISION

After careful review, the BLM determined that the protest of the 14 Sale parcels, EA, and FONSI is dismissed for the reasons discussed above, and 14 parcels will be offered for sale on September 16, 2026.

APPEAL INFORMATION

This decision may be appealed to the Interior Board of Land Appeals (IBLA), Office of Hearings and Appeals, in accordance with the regulations contained in 43 CFR Part 4. The notice of appeal must be filed no later than 30 days after the date of receiving notice of this decision. Any notice of appeal must be filed with the IBLA and must include a copy of the decision being appealed, a statement of standing, and a statement of timeliness.

If you wish to file a petition for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must show sufficient justification based on the following criteria at 43 CFR 4.405(b).

The appellant must serve a copy of the notice of appeal and any accompanying documents on the office of the officer who made the decision, each person or entity named in the decision, and the appropriate Office of the Solicitor at the time of filing with IBLA (see 43 CFR 4.403(b); 4.407(b)). Parties must serve the Office of the Solicitor at the address shown on Form 1842-1. Service on a party known to be represented by an attorney or other designated representative must be made on the representative. If a statement of reasons for the appeal is not included with the notice of appeal, it must be filed within 30 days after the record on appeal is filed with the IBLA. Failure to file a statement of reasons within the time required will subject the challenged decision to summary affirmance (see 43 CFR 4.412(a)).

If you have any questions regarding this decision, please contact Alex Jensen, Chief, Fluid Minerals Branch, Division of Energy and Minerals, at (775) 861-6564.

LACY TRAPP
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Date: 2026.09.15 13:23:03 -07'00'

Lacy Trapp
Acting Deputy State Director
Division of Energy and Minerals
Bureau of Land Management - Nevada

Enclosure:
1- Form 1842-001

cc (electronic):
WO310
NVE0000
NVE0100
NVE0200
NV0920 (L. Trapp)
NV0922 (A. Jensen, F. Kaminer, H. Dargert, F. Cisneros, J. Estrella, M. Elganzoory)

bcc: Kathryn Brinton, Office of the Solicitor, Pacific Southwest Region,
2800 Cottage Way, Room E-1712, Sacramento, California, 95825
Lease Sale Book September 2026
Reading File: NV-922